BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

SECTION II

VOLUME-I

INSTRUCTIONS TO TENDERERS (ITT)

TABLE OF CLAUSES

A. General

1. Scope of Tender
2. Eligible Tenderers
3. Qualification of the Tenderer
4. More than One Tender per Tenderer
5. Cost of Tendering
6. Site Visit

B. Tender Documents

7. Content of Tender documents
8. Clarification of Tender Document
9. Amendment of Tender documents

C. Preparation of Tenders

10. Documents comprising the Tender
11. Tender prices
12. Tender validity
13. Earnest Money Deposit
14. Format and signing of Tender

D. Submission of Tenders

15. Sealing and marking of Tenders
16. Deadline for submission of Tenders
17. Late Tenders
18. Modification and Withdrawal of Tenders

E. Tender Opening and Evaluation

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers
20. Opening of Second Cover Tenders of qualified Tenders and evaluation
21. Process to be confidential
22. Clarification of Tenders
23. Examination of Tenders and determination of responsiveness
24. Correction of errors
25. Evaluation and comparison of Tenders

F. Award of contract

26. Award criteria
27. Employer's right to accept any Tender and to reject any or all Tenders
28. Notification of award and signing of Agreement
29. Security deposit
30. Advance payment and Security
31. Corrupt or Fraudulent Practices

A. General

1. Scope of Tender:

1.1 The **Chief Engineer (Ele), O & M Zone, BESCOM, Oppt. RTO office, Turuvanuru road, Chitradurga-577501** invites tenders following Two Cover tender procedure, from eligible Tenderers, for the works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for the works detailed in the table given in IFT.

1.2 The Scope of the Proposal for segregation of Agricultural load from existing 11KV Mixed/NJY/Industrial/Rural/Town feeders shall be supply, erection, test and commission of electrical equipments on total turnkey basis as per the technical specifications and other terms and conditions specified in the bid documents including the following :

a. Design and engineering
b. Complete manufacture including shop testing equipment/materials in scope of the contractor
c. Providing electrical drawings and technical specifications and test reports for BESCOM’s approval of the equipment for material in the scope of the contractor.
d. Transportation from the manufacturers work site to the site of equipment for material in the scope of the contractor.
e. Receipt, storage, preservation and safe keeping of equipment at the site in the scope of the contractor.
f. Erection, testing and commissioning of all the equipments in scope of the contractor.
g. Reliability tests and performance guarantee tests on commissioning of the equipments in the scope of the contractor.

2. Eligible Tenderers:

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section VI.

3.2 The essential minimum qualifying requirements are as under:

Sl. No.	Eligibility Criteria	Documents to be uploaded in KPP Portal
I.	**TECHNICAL CRITERIA:**	
1.	The bidder shall be a **registered sole proprietorship firm or a partnership firm or a Registered company** incorporated under companies Act 1956/2013.	Scanned copy of Certificate of Incorporation in case of Registered Company/ Partnership Deed in case of Partnership Firm/GST or PAN Registration in case Proprietorship.
2.	The bidder shall possess a valid **Class-I/Super grade Electrical Contractors License issued by Electrical Inspectorate, Government of Karnataka** as on the date of Bid Submission.	Scanned copy of valid Class-I/Super grade Electrical Contractors License issued by Electrical Inspectorate, Government of Karnataka.
3	The bidder shall possess the following registration certificate in the name of the bidder ESI registration certificate EPF registration certificate PAN card GST registration certificate Form C issued by department of Labour.	Original scanned copies of valid ESI, EPF, PAN, GST & Form C registration certificates in the name of bidder.
4.	The bidder should have Satisfactorily completed, as Prime Contractor, at least one contract involving the **construction of 11kV Distribution system *(combination of extension of 11kV lines, DTC's, extension of LT lines however experience in only LT lines will not be considered)*** **to any ESCOMs/Govt.**	Scanned copy of the Work Awards and Satisfactory Work completion certificate duly mentioning the Detailed scope of the work, Voltage Class, Work awards No & Date, Contract value of Work awards (Rs.in Lakhs), Actual date of completion and Actual

	utilities/PSUs of value not less than 50% of the amount put to tender i.e., Rs.12.50 Lakhs in any of last Five Financial Years **(FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24)** as on the date of Bid Submission. Note: Updated to the FY in which the tenders are invited. The value of the completed works shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited.(FY-2024-25) **NOTE: The work executed under sub-contractor/sub-let/self-execution will not be considered.**	expenditure of project after completion (Rs.in Lakhs), issued by an officer not below the rank of Executive Engineer or equivalent Officer of the concerned ESCOMs/ Govt. utilities/PSUs.
Sl. No.	**Eligibility Criteria**	**Documents to be uploaded**
	FINANCIAL CRITERIA:	
5.	The bidder should have achieved in at least Two financial year during the last Five years (i.e., 2019-20, 2020-21, 2021-22,2022-23 & 2023-24)., minimum financial turnover equivalent to the amount put to tender. ***Note: Updated to the FY in which the tenders are invited. Financial turnover of previous years shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited.***	Scanned Copies of the Annual Accounts statements such as P&L statement and Balance sheets for the Financial Years 2019-20 to FY 2023-24 duly signed by the Registered Charted Accountant (PIN must be mentioned) shall be uploaded. For the certificates UDIN is mandatory.
6.	Liquid assets as on 31.12.2024 or at a later date before submission of the bid consisting of **Cash at Bank + Term Deposits + availability of fund based credit facility in any Nationalized/scheduled Commercial Bank** shall not be less than **30% of the amount put to tender i.e.,**	The cash at Bank, Bank Deposits and availability of fund based credit facilities shall be supported by a certificate issued by Nationalized/ Scheduled Bank shall be uploaded. If the Bidder has banking with

	Rs.7.50 Lakhs.	more than one Bank, then the available balance liquid assets mentioned above on a particular date & particular time i.e., as on 31.12.2024 or at a later date before submission of the bid shall be the same date & time for all the banks. In case of Fund Based credit facility, the certificate issued by Nationalized/ Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on 31.12.2024 or at a later date before submission of the bid.
7.	Bidders who meet the above specified minimum qualifying criteria, will only be qualified, if their **available tender capacity is more than the total tender value**. The available tender capacity will be calculated as under: **Assessed available tender capacity = (A*N*1.5 - B)** Where, **A** = Maximum value of works executed in any one year during the last five years (updated to FY 2023-24 price level) taking into account the completed as well as works in progress **N** = Number of years prescribed for completion of the works for which tenders are invited **i.e., Six months.** **B** = Value, at FY-2023-24 price level, of existing commitments and on-going works to be completed during the **next Six months.**	The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed as per the format prescribed in the Techno-Commercial sheet. The statement should be certified by the Employer in charge, not below the rank of an Executive Engineer or equivalent. The bidder shall note that the value of pendency of work should be considered based on financial progress achieved in the particular work as on the date of bid submission.
Sl. No.	**Eligibility Criteria for the Tenderers:**	**Documents to be submitted**

III.	**GENERAL CRITERIA:**	
8	The Bidders can be disqualified if the Bidder is Black-Listed by any Public Electrical Utility/Govt. utility as on the date of bid submission.	
9.	The Bidder can be disqualified if the Bidder has Defaulted/short closed due to non-performance in execution of works against the order placed any Public Electrical Utility/Govt. utility as on date of bid submission.	
10.	Even though the Bidders meet the above criteria, they can be disqualified if the Bidder i. has made misleading or false representations in the forms, statements and attachments. ii. has record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; iii. has participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.	Self-declaration in the prescribed format as per Annexure-I on notarized **Rs.500/- stamp paper**. The self declaration shall clearly indicate the tender enquiry number & date on which declaration is done.
11.	Litigation History: The Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years, A consistent history of awards involving litigation against the Bidder or any partner of Joint Venture may result in rejection of Bid.	
12.	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority of India. (as per the Govt. order No. FD 455 Exp-12/2020 dated:25.08.2020)	**Registration certificate issued by the competent authority.**
13.	A certificate for having read the clauses is required to be submitted/uploaded by the	**Self-declaration in the prescribed format as per**

	tenderer separately in Annexure-V as below: *"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered".* (Where applicable, evidence of valid registration by the Competent Authority shall be attached) (as per the Govt. order No. FD 455 Exp-12/2020 dated:25.08.2020)	**Annexure-II on notarized Rs.500/- stamp paper.** The self declaration shall clearly indicate the tender enquiry number & date on which declaration is done.
14.	If the bidder participates for more than One enquiry, then the bidder shall fulfill the TECHNICAL criteria individually & FINANCIAL criteria cumulatively. **Note:** If this condition is not met, then the offer of the bidder will be considered to the enquiries in the descending order of contract value starting with the highest Amount put to tender for which the bidder is eligible.	

Any bid not formed to be in conformance with any of the pre-qualifying conditions will be summarily rejected and not considered for further evaluation.

Note 1:

As per the Government Order No. : FD 455 Exp-12 2020 dated.25.08.2020, FD 455 Exp-12 2020 dated. 10.03.2021 &: FD 455 Exp-12 2020 dated: 29.03.2021-clarification - to the clause Nos. (12) & (13) above are as follows:

"Bidder (including the term tenderer', Consultant or service provider in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
"Bidder from a country which shares a land border with India" for the purpose of this Order means:-

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
I. The beneficial owner for the purpose of above clause will be as under: (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
(iii) In case of an un-incorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

IN CASES WHERE SUB CONTRACTING IS PROVIDED: A certificate is required to be submitted/ uploaded by the Tenderer in respect on sub-contracting separately in the following format: “I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)”
As per circular FD 455 Exp-12 2020 dated. 10.03.2021: A Bidder is permitted to procure the raw materials, components, sub-assemblies etc from the vendor from countries which shares land border with India. Such vendor will not be required to be registered with the Competent authority, as this is not regarded as sub-contracting. However incase a Bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such venders will be required to be registered with Competent authority.
As per circular FD 455 Exp-12 2020 dated.29.03.2021 Procurement of Spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems from Original Equipment Manufacturers (OEM's) or their Authorized agents, shall be exempted from the requirement of registration as mandated under Government Order No: FD 455 Exp-12 2020 dated.25.08.2020.

4. More than One Tender per Tenderer

4.1 If the bidder participates for more than One enquiry, then the bidder shall fulfill the TECHNICAL criteria individually & FINANCIAL criteria cumulatively.

Note: If this condition is not met, then the offer of the bidder will be considered to the enquiries in the descending order of contract value starting with the highest Amount put to tender for which the bidder is eligible.

4.2. In case of evaluated tender bid amount of Two or more service provider are same then**Tender with highest turnover of the average of last five years uploaded will be considered.**

.

5. Cost of Tendering:

4.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and BESCOM will in no case be responsible and liable for those costs.

6. Site Visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender Documents

7. Content of Tender documents:

7.1 The Goods and Service required, Bidding procedures and contract terms are prescribed in the bidding document. The bidding document is a compilation of the following sections.

VOLUME- I **COMMERCIAL REQUIREMENTS**

1. Section – I Invitation For Bids - IFT
2. Section – II Instruction to Bidders -ITT
3. Section – III Contract Data
4. Section – IV Annexures
5. Section – V:-

   A. Condition of Contract
   B. Special Conditions of Contract - SCC
   C. General Terms and Conditions of the Contract- GCC
   D. Erection Conditions of Contract – ECC

6. Section – VI Qualification Information

VOLUME-II

1. Section – VII Technical Specifications
2. Section – VIII Drawings
3. Section – IX Bill of Quantities

VOLUME- III **BID PROPOSAL SHEETS**

A. Techno Commercial Sheets

8. Clarification of Tender Documents:

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the BESCOM in writing or e-mail at the BESCOM address indicated in the invitation to tender. The BESCOM will respond to any request for clarification which he receives before to the deadline as notified in the KPP portal for submission of the queries.

8.2 Pre-Tender Meeting:

8.2.1. The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at **Chief Engineer (Ele), O & M Zone, BESCOM, Oppt. RTO office, Turuvanuru road, Chitradurga-577501** (address of venue) on time and date mentioned in the tender document/KPP portal.

8.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2.3. The tenderer is requested to submit any questions in writing or e-Mail to reach the Employer not later than the deadline as notified in The KPP portal for submission of the queries.

8.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded in e-procurement platform and the Tenderers are advised to keep updated of the same. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5. Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents:

9.1. Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be uploaded in KPP portal platform and the Tenderers are advised to keep updated of the same.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10 Documents comprising the Tender:

10.1 The tender submitted by the Tenderer shall be in two parts and shall contain the documents as follows:

10.1.1. **Techno-Commercial Bid Offer :**

a) Earnest Money Deposit.
b) Qualifying requirements as per formats given in Section 3.
c) All other relevant documents specified in the tender documents.

10.1.2. **Financial Bid :**

Shall be filled in **KPP portal.**

And any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under various Sections of tender documents shall be uploaded in KPP portal in without exception.

10.1 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.-**Deleted**

11 Tender Prices:

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the percentage Financial Bid submitted in KPP portal by the Tenderer.

11.2 The Tenderer shall fill in percentage Financial Bid in KPP portal.

11.3 All duties, taxes, and other levies **(Excluding GST)** payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be FIRM basis.

12 Tender validity:

12.1 Tenders shall remain valid for a period not less than 180 days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or E-Mail. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause No. 13 in all respects.

13 Earnest Money Deposit:

13.1 Bids shall be accompanied by Tender Processing Fee (non-refundable), for an amount as mentioned in the KPP Portal platform, and Bid Security (**EMD) for an amount of Rs. 50001.00** shall be paid through any of the e-payment modes mentioned in the KPP Portal.

1) Up to **Rs.10,00,000.00**

Government of Karnataka has selected ICICI Bank, for provision of e-Payment services for e-Procurement project. The following modes of payment will be provided by ICICI as a part of e-Payment services.

- Credit Card/Debit Card
- Net Banking
- NEFT/RTGS
- Over-the-Counter (OTC)

- IMPS

For further detail regarding mode of e-payment of EMD in KPPP platform, contact e-procurement cell, Government of Karnataka.

13.2 Instruments having fixed validity issued as Earnest Money Deposit for the tender shall be valid for **45 days beyond the validity of the tender.**

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4The Earnest Money Deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause No. 12.1.

13.5 The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The Earnest Money Deposit may be forfeited, besides Blacklisting the firm for a period at the discretion of the Employer:

a) If the Tenderer withdraws the Tender after tender opening during the period of tender validity;
b) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   i) Sign the Agreement; or
   ii) Furnish the required Security deposit

14 Format and signing of Tender

14.1 Format of Bid:

a) The Tenders are invited through KPPP platform only.
b) The Techno- Commercial Bid consists of following:
   i. Techno – Commercial Sheets
   ii. Data Requirement Sheets

c) The Price Bid consists of following
   i) percentage Financial bid

c) A prospective Tenderer, who wishes to submit the tender, shall adopt the following procedure.

i) Tender documents are available free of cost in the KPP portal, however tenderers are required to pay the tender processing fee as

prescribed by the Karnataka Public Procurement service provider for the respective tenders. The Tenderer shall enter all-Inclusive Price for the total scope of the work as mentioned in the KPPP platform and upload all detailed Price Schedules, after encryption, on to the website on or before the time and date indicated in the Notification/ KPP portal.

14.2 **Signature of Bids:**

a) The Techno Commercial and Price Sheets must contain the Name, Address of Residence and Place of Business of the Persons or Persons making the Bid and the name of the Authorized Persons.

b) Bid by Partnership Enterprises must be furnished with Full Names of all Partners.

D. Submission of Tenders

15.0 Format Of Bid:

15.1 The Bids are invited through **Electronic Mode (KPP portal)** only. **No hard copies shall be accepted except the documents mentioned in below clause no: 15.4.2.** Bidding documents are available free of cost in the **KPP portal**, however bidders are required to pay the bid processing fee as prescribed by the **KPP portal** service provider for the respective bids.

15.2 The Techno- Commercial Bid consists of following:

i) Techno – Commercial Sheets

15.3 The Price Bid consists of following :

Financial offer shall be submitted through in **KPP portal** only. No Hard copies will be received.

15.4 A prospective tenderer, who wishes to submit the Bid, shall adopt the following procedure.

15.4.1 The tenderer shall enter all-Inclusive Percentage above or below or equal to the Amount put to tender for the total scope of the work as mentioned in the **KPP portal platform** on or before the time and date indicated in the Notification / Section IFB and thereafter system will automatically generate the total bid price.

15.4.2 The following Self declaration documents as per VOLUME-I Section-4 are to be sealed in a cover and sent to **Chief Engineer(Ele), O & M**

Zone, BESCOM, Chitradurga, so as to reach ***on or*** **before the date & time of submission of Bid documents in a sealed cover**.

i) Annexure-I Bidders Performance
ii) Annexure-II Border Sharing or not sharing
iii) Annexure-IV No deviation certificate
iv) Annexure-VIII Letter of Undertakings
v) Annexure-X Power of attorney (if applicable).

Manual bids will not be accepted except the documents mentioned in 15.4.2 above.

16 Deadline for submission of the Tenders:

16.1 Bid shall be uploaded to the KPP portal on or before the last date and time for submission of Bids indicated in Notification, failing which bidders cannot submit their bids as the KPP system automatically locks the tender.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17 Late Tenders:

Failure in uploading the documents in time, due to any reasons is not attributable to BESCOM.

18 Modification and Withdrawal of Tenders: Deleted.

18.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16– **Deleted.**

18.2 Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked "**MODIFICATION FOR FIRST/SECOND COVER**" or "**WITHDRAWAL**", as appropriate –**Deleted.**

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit besides Blacklisting the firm for a period at the discretion of the Employer: pursuant to Clause 13-**Deleted.**

18.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission -**Deleted**

E. Tender opening and evaluation

19 Opening of Techno-Commercial Bid offer of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Techno-Commercial Bids will be opened on the Date and Time for opening of Tenders stipulated in the Invitation for Tender or in case any extension has been given thereto, on the extended Tender opening Date and Time notified in the e-procurement/KPP portal.

19.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened -**Deleted**

19.3 The Tenderes names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders -**Deleted**

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3 - **Deleted**

19.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer-**Deleted**

19.6 The BESCOM will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualifying requirement stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20 Opening of <u>percentage Financial Bid</u> of qualified Tenderers and evaluation:

20.1 The Price Bids of those Bidders whose Techno-Commercial Bids are found Responsive will be opened after completion of Techno Commercial Evaluation

NOTE: Price Bids of Techno commercially Non - Responsive Bidders will not be opened.

20.2 Envelopes marked **"MODIFICATION FOR SECOND COVER"** shall be opened and the submissions therein read out in appropriate detail – **Deleted**

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening -**Deleted**

20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3 -**Deleted**

21 Process to be confidential:

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the BESCOM for processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders:

22.1 To assist in the examination, evaluation, and comparison of Tenders, the BESCOM may, at its discretion, ask any tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification

and the response shall be in writing or by E-mail, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the BESCOM in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the BESCOM on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the BESCOM, it should do so in writing.

22.3 Any effort by the Tenderer to influence the BESCOM in the Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23 Examination of Tenders and determination of responsiveness:

23.1 Prior to the detailed evaluation of Tenders, the BESCOM will determine whether each Tender;
(a) has been properly signed; and;
(b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the BESCOM's rights or the tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the BESCOM, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24 Correction of errors:

24.1Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern - **Deleted**

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b) – **Deleted**.

25 Evaluation and comparison of Tenders:

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows: - **Deleted**

a) making any correction for errors pursuant to Clause 24; and
b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation – **Deleted**.

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer’s estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a

level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer under the contract.

F. Award of Contract

26 Award criteria:

26.1 Subject to Clause 27, BESCOM will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3 of ITT.

26.2 In case of Award of Contract, a **Single Work Contract** covering the both supply & erection portion will be issued to the successful bidder.

27 Employer's right to accept any Tender and to reject any or all Tenders:

27.1 Notwithstanding Clause 26, the BESCOM reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28 Notification of award and signing of Agreement:

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the BESCOM prior to expiration of the Tender validity period by e-mail confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance/Intent") will state the sum that the BESCOM will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor

as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the BESCOM. Also, refer clause 19 of Contract data.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29 Security deposit / Contract Performance Guarantee:

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security Deposit / Contract Performance Guarantee in the form of Bank Guarantee for an amount equivalent to **5% of the Contract price (Excluding GST)** plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 43 of the Conditions of Contract as per the format.

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor-**Deleted**

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit, besides Black listing the firm for a period at the discretion of the BESCOM.

30 Advance Payment and Security: DELETED

30.1 The Employer will provide an advance payment on the contract price as Stipulated in the Conditions of Contract, subject to the maximum amount

as stated in the Contract Data – **Deleted.**

31 Corrupt or Fraudulent practices:

31.1 The GOK /BESCOM require that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK /BESCOM:

a) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

b) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GoK/BESCOM contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK /BESCOM contract.

31.2 Further more, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.